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10 Attorneys for Plaintiffs MARSHALL LOSKOT  
11 and DISABILITY RIGHTS ENFORCEMENT,  
12 EDUCATION SERVICES

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14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA

16 MARSHALL LOSKOT, an individual; and ) CASE NO. C04-4988 PJH  
17 DISABILITY RIGHTS ENFORCEMENT, )  
18 EDUCATION, SERVICES:HELPING )  
19 YOU HELP OTHERS, a California public )  
benefit corporation, )  
Plaintiffs, )  
v. )  
HYDE OUT; YUNG WUN and LAI )  
CHING, as trustees of the YUNG WUN & )  
LAI CHING REVOCABLE TRUST; and )  
KAJOUEE HOSSEIN, an individual dba )  
HYDE OUT, )  
Defendants. )

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20 The parties, by and through their respective counsel, stipulate to dismissal of this action  
21 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the  
22 Equitable Settlement Agreement and Release (“Agreement”) and the General Release  
23 (“Release”) herein, each party is to bear its own costs and attorneys’ fees. The parties further  
24 consent to and request that the Court retain jurisdiction over enforcement of the Agreement.  
25 See Kokonen v. Guardian Life Ins. Co., 511 U.S. 375 (1994) (empowering the district courts to  
26 retain jurisdiction over enforcement of settlement agreements).

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1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action  
2 through their designated counsel that the above-captioned action be and hereby is dismissed  
3 with prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute  
5 one original document.

6 Dated: February 23, 2007

7 THOMAS E. FRANKOVICH  
*A PROFESSIONAL LAW CORPORATION*

9 By: \_\_\_\_\_/s/  
10 Jennifer L. Steneberg  
11 Attorneys for Plaintiffs MARSHALL LOSKOT  
and DISABILITY RIGHTS, ENFORCEMENT,  
EDUCATION, SERVICES:HELPING YOU  
HELP OTHERS

12 Dated: February 22, 2007

13 BRADLEY, CURLEY, ASIANO, BARRABEE &  
CRAWFORD, P.C.

15 By: \_\_\_\_\_/s/  
16 Mark R. Gibson  
17 Attorneys for Defendants HYDE OUT and  
HOSSEIN KAJOUEE, dba HYDE OUT

18 Dated: January 4, 2007

19 BORTON, PETRINI & CONRON, LLP

20 By: \_\_\_\_\_/s/  
21 G. Kelley Reid, Jr.  
22 Attorneys for Defendants YUNG WUN and LAI  
CHING, as trustees of the YUNG WUN & LAI  
CHING REVOCABLE TRUST

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## ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Equitable Settlement Agreement and Release should such enforcement be necessary.

DATED: February 23 , 2007

